

**Fill in this information to identify the case:**

United States Bankruptcy Court for the:

\_\_\_\_ District of Delaware  
(State)Case number (if known): \_\_\_\_\_ Chapter 11☐ Check if this is an amended filing

## Official Form 201

**Voluntary Petition for Non-Individuals Filing for Bankruptcy**

04/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

**1. Debtor's name**88 Kearny St SF LLC**2. All other names debtor used in the last 8 years**

Include any assumed names, trade names, and *doing business* as names

**3. Debtor's federal Employer Identification Number (EIN)**83-4620116**4. Debtor's address****Principal place of business**5-9 Union Square West

Number Street

New York NY 10003

City State ZIP Code

Manhattan

County

**Mailing address, if different from principal place of business**

Number Street

P.O. Box

City State ZIP Code

**Location of principal assets, if different from principal place of business**88 Kearny

Number Street

Floors 4, 5San Francisco CA 94108

City State ZIP Code

**5. Debtor's website (URL)**

Debtor 88 Kearny St SF LLC  
Name

Case number (if known) \_\_\_\_\_

**6. Type of debtor**☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))☐ Partnership (excluding LLP)☐ Other. Specify: \_\_\_\_\_**7. Describe debtor's business**A. *Check one:*☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))☐ Railroad (as defined in 11 U.S.C. § 101(44))☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))☒ None of the aboveB. *Check all that apply:*☐ Tax-exempt entity (as described in 26 U.S.C. § 501)☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.5311**8. Under which chapter of the Bankruptcy Code is the debtor filing?***Check one:*☐ Chapter 7☐ Chapter 9☒ Chapter 11. *Check all that apply:*☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).☐ A plan is being filed with this petition.☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.☐ Chapter 12

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

Debtor 88 Kearny St SF LLC  
Name

Case number (if known) \_\_\_\_\_

**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**☒ No☐ Yes. District \_\_\_\_\_ When \_\_\_\_\_ Case number \_\_\_\_\_  
District \_\_\_\_\_ When \_\_\_\_\_ Case number \_\_\_\_\_

If more than 2 cases, attach a separate list.

**10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?**☐ No☒ Yes. Debtor See Annex 1. Relationship \_\_\_\_\_  
District \_\_\_\_\_ When \_\_\_\_\_  
Case number, if known \_\_\_\_\_

List all cases. If more than 1, attach a separate list.

**11. Why is the case filed in this district?***Check all that apply:*☒ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.**12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?**☒ No☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.**Why does the property need immediate attention?** *(Check all that apply.)*☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard? \_\_\_\_\_

☐ It needs to be physically secured or protected from the weather.☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).☐ Other \_\_\_\_\_**Where is the property?**

Number \_\_\_\_\_ Street \_\_\_\_\_

City \_\_\_\_\_ State ZIP Code \_\_\_\_\_

**Is the property insured?**☐ No☐ Yes. Insurance agency \_\_\_\_\_

Contact name \_\_\_\_\_

Phone \_\_\_\_\_

**Statistical and administrative information**

Debtor 88 Kearny St SF LLC  
Name

Case number (if known) \_\_\_\_\_

**13. Debtor's estimation of available funds**

Check one:

☐ Funds will be available for distribution to unsecured creditors.☒ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.**14. Estimated number of creditors**☒ 1-49☐ 50-99☐ 100-199☐ 200-999☐ 1,000-5,000☐ 5,001-10,000☐ 10,001-25,000☐ 25,001-50,000☐ 50,001-100,000☐ More than 100,000**15. Estimated assets**☐ \$0-\$50,000☐ \$50,001-\$100,000☐ \$100,001-\$500,000☐ \$500,001-\$1 million☒ \$1,000,001-\$10 million☐ \$10,000,001-\$50 million☐ \$50,000,001-\$100 million☐ \$100,000,001-\$500 million☐ \$500,000,001-\$1 billion☐ \$1,000,000,001-\$10 billion☐ \$10,000,000,001-\$50 billion☐ More than \$50 billion**16. Estimated liabilities**☐ \$0-\$50,000☐ \$50,001-\$100,000☐ \$100,001-\$500,000☐ \$500,001-\$1 million☐ \$1,000,001-\$10 million☐ \$10,000,001-\$50 million☒ \$50,000,001-\$100 million☐ \$100,000,001-\$500 million☐ \$500,000,001-\$1 billion☐ \$1,000,000,001-\$10 billion☐ \$10,000,000,001-\$50 billion☐ More than \$50 billion**Request for Relief, Declaration, and Signatures**

**WARNING** -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**17. Declaration and signature of authorized representative of debtor**

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 1/31/2021  
MM / DD / YYYY

**X**/s/ John M. Jureller

Signature of authorized representative of debtor

Title Chief Financial OfficerJohn M. Jureller

Printed name

Debtor 88 Kearny St SF LLC  
Name

Case number (if known) \_\_\_\_\_

**18. Signature of attorney****X** /s/ Robert J. DehneyDate 1/31/2021

Signature of attorney for debtor

MM / DD / YYYY

Robert J. Dehney  
Printed nameMorris, Nichols, Arsht & Tunnell LLP  
Firm name1201 N. Market Street

Number Street

Wilmington DE 19801-1347

City State ZIP Code

(302) 658-9200 rdehney@mnat.com

Contact phone Email address

3578 Delaware

Bar number State

**Annex 1****Pending or Current Bankruptcy Cases Filed by Affiliates**

On January 31, 2021, each of the affiliated entities listed below (including the debtor in this chapter 11 case) filed a voluntary petition for relief under title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware.

<b>Entity Name</b>	<b>Federal Employer Identification Number (EIN)</b>
Knotel, Inc.	47-5086469
100 Bush St SF LLC	84-2942215
101 Fifth Ave NYC LLC	83-4090224
101 Montgomery St SF LLC	83-2678393
10301 Jefferson Blvd LA LLC	84-2431430
110 W 32nd NYC LLC	83-4343344
1100 Glendon LA LLC	83-3914535
1120 20th St DC LLC	83-3662233
116 W 32nd NYC LLC	83-3682073
12 E 33 St NYC LLC	83-3875535
12121 Bluff Creek LA LLC	83-4131394
12211 Washington LA LLC	83-3080572
125 Fifth Ave NYC LLC	84-1876335
1250 Eye St DC LLC	84-2757981
12555 West Jefferson Way LA LLC	84-2325657
126 Post St SF LLC	83-2775878
129 W 29th NYC LLC	83-4005122
131 Rodeo 102 LA LLC	83-2857167
131 Rodeo 250 LA LLC	83-2889670
13160 Mindanao Way LA LLC	84-2307667
1317 5th St LA LLC	83-4406337
1330 Conn Ave DC LLC	84-3288693
1407 Broadway NYC LLC	83-3054080
142 Berkeley St BOS LLC	84-2681465
1444 Market St SF LLC	84-2272723
146 Geary St SF LLC	84-2242574
152 W 25 NYC LLC	83-3839397
1550 Bryant St SF LLC	83-4314610
1556 20th LA LLC	83-3761760
16 W 36 St NYC LLC	83-3109002
1625 Oly Blvd LA LLC	83-4247066
1640 Sepulveda LA LLC	83-4195317
166 Geary St SF LLC	83-2493115
1720 Eye St DC LLC	84-2730790
1725 Montgomery St SF LLC	84-2166207
19 W 44th NYC LLC	84-2251886
195 Broadway NYC LLC	83-4026670
2 Liberty Sq BOS LLC	84-3509124
22 W 21 ST NYC LLC	83-2717693
2228 Cottner LA LLC	83-3933742
23 W 20th NYC LLC	83-3979493
239 Causeway St Boston LLC	84-2383913
240 W 35th NYC LLC	83-3958480
240 W 40 St NYC LLC	84-3422852

250 Montgomery St LLC	84-2059579
259 W 30TH NYC LLC	83-3458173
26 W 17th St NYC LLC	83-4070508
260 W 39th NYC LLC	83-4156968
275 Battery St SF LLC	83-4277442
28 W 25 NYC LLC	83-3625955
29 W 35th St NYC LLC	83-2583842
295 Madison NYC LLC	84-2201937
30 W 21 St NYC LLC	83-2784719
300 Broadway St SF LLC	84-2179840
300 Montgomery St SF LLC	84-2118694
301 Brannan St SF LLC	84-4011349
303 Second St SF LLC	83-4281264
3137 S La Cienega Blvd LA LLC	83-4578732
320 Lincoln LA LLC	83-3566758
3309 La Cienega Place LA LLC	84-2416819
333 Broadway SF Tenant LLC	84-2089613
350 Sansome St SF LLC	84-2195065
3535 Hayden Ave LA LLC	84-3095720
360 Madison NYC LLC	84-3443372
369 Lexington Ave NYC LLC	83-2814283
390 Broadway NYC LLC	83-3433057
40 Broad St BOS LLC	84-2653293
400 Sutter St SF LLC	83-3349792
405 E 4th Avenue SM LLC	84-2075196
405 Howard Street SF LLC	84-2135179
429 Santa Monica Blvd LA LLC	83-2692522
42Floors LLC	83-3297556
44 E 32nd Street NYC LLC	84-2348777
44 Thomson Pl BOS LLC	84-2389379
447 Broadway NYC LLC	84-2003365
45 W 45 ST NYC LLC	83-2797749
4501 Glencoe Blvd LA LLC	84-3064141
455 Market St SF LLC	83-3470010
456 Montgomery St SF LLC	84-2927577
465 California St SF LLC	84-2228081
5 Bryant Park NYC LLC	83-3392865
50 Osgood Pl SF LLC	84-1998973
505 Howard SF St LLC	84-2475071
545 5th Ave NYC LLC	84-1891165
555 Montgomery St SF LLC	83-2663045
565 Commercial St SF LLC	83-3509276
580 8th Ave NYC LLC	83-2567612
590 Fifth Ave NYC LLC	83-2990113
597 Fifth Ave NYC LLC	83-3010158
6 W 28th NYC LLC	83-4112594
60 Madison NYC LLC	84-2329645
600 Corporate Pointe LA LLC	84-1982713
649 Mission St SF LLC	83-3834760
650 Fifth Ave NYC LLC	83-3413279
71 Stevenson St SF LLC	83-3495366
750 HARRISON ST SF LLC	83-2927076
818 Mission St SF LLC	83-4173973
8590 National Blvd LA LLC	83-4386204
8690 National Blvd LA LLC	83-4400571
875 6th Ave NYC LLC	83-4358710

88 Kearny St SF LLC	83-4620116
901 Market St SF LLC	83-4323218
909 E Street DC LLC	84-3199729
909 Ocean Front Walk LA LLC	84-2371053
91 Fifth Ave NYC LLC	83-3644405
Bush 225 SF LLC	83-3571909
Cortlandt White NYC LLC	83-4217796
Kkoin, LLC	61-1929249
Knotel 1 Whitehall LLC	82-5449153
Knotel 102 Madison LLC	82-4703377
Knotel 105 Madison LLC	83-0596066
Knotel 109 Stevenson LLC	83-2165629
Knotel 11 E 44th LLC	83-2518243
Knotel 110 Greene LLC	83-2396272
Knotel 110 William LLC	83-0925421
Knotel 114 W 26th LLC	37-4045116
Knotel 12 W 21st St LLC	83-1966858
Knotel 12 W 27th St LLC	83-1951596
Knotel 121 2nd Street LLC	83-1188215
Knotel 147 W 24th LLC	82-5085253
Knotel 148 Lafayette LLC	83-1213977
Knotel 150 Post LLC	83-2273916
Knotel 1500 Broadway LLC	84-2140184
Knotel 155 Fifth Ave LLC	83-1026739
Knotel 156 Fifth, LLC	82-5438679
Knotel 16 W 22nd LLC	83-4608517
Knotel 160 Pine LLC	83-1172683
Knotel 17 W 20th LLC	83-0958965
Knotel 180 Howard LLC	83-2212705
Knotel 200 W 41st LLC	30-1000246
Knotel 2080 Addison LLC	83-2200842
Knotel 211 East 43 LLC	83-2552391
Knotel 213 W 35th St LLC	83-1937484
Knotel 220 W 19th St LLC	83-0874568
Knotel 221 Pine LLC	83-2098382
Knotel 224 W 30th LLC	82-4891740
Knotel 229 W 43 LLC	83-2598162
Knotel 25 W 45th LLC	82-5490457
Knotel 250 Hudson LLC	83-0808143
Knotel 250 Hudson ST LLC	83-1202293
Knotel 26 OFarrell LLC	83-2286955
Knotel 26 W 17 LLC	83-1908035
Knotel 261 Madison LLC	82-5519847
Knotel 27 W 23rd ST LLC	83-2625510
Knotel 29 W 17th LLC	82-5035895
Knotel 3 E 28th LLC	32-0551410
Knotel 30 Broad LLC	83-0545218
Knotel 30 West 26th LLC	83-0776440
Knotel 307 Fifth LLC	83-0891088
Knotel 31 W 27th LLC	83-0859757
Knotel 321 11th LLC	83-2147976
Knotel 340 Brannan LLC	83-1778879
Knotel 36 W 14th LLC	83-3032502
Knotel 360 Pas LLC	61-1862846
Knotel 37 W 17th LLC	82-5051571
Knotel 373 Pas LLC	82-2342495



Knotel 38 E 29th LLC	83-0575641
Knotel 399 Lafayette LLC	83-2447613
Knotel 40 EX LLC	82-2303350
Knotel 40 Wooster LLC	82-5015971
Knotel 400 Madison LLC	36-4876101
Knotel 41 USW LLC	35-2614014
Knotel 41 W 25 LLC	83-2537411
Knotel 417 Montgomery LLC	83-1141285
Knotel 419 PAS LLC	30-1004176
Knotel 43 W 24th LLC	82-4557137
Knotel 443 PAS LLC	82-5471284
Knotel 475 Park LLC	36-4875485
Knotel 49 Drumm LLC	83-2228930
Knotel 5 Hanover LLC	83-0824463
Knotel 5-9 USW LLC	37-1866663
Knotel 521 Broadway LLC	30-1015737
Knotel 530 Broadway LLC	83-0840906
Knotel 530 Seventh Avenue LLC	82-5502045
Knotel 54 W 21st LLC	83-0942085
Knotel 54 W 22nd LLC	82-5069685
Knotel 55 W 21St LLC	37-1866349
Knotel 550 Montgomery LLC	83-1152317
Knotel 551 Fifth Ave LLC	36-4876259
Knotel 560 LEXINGTON LLC	61-1853704
Knotel 575 8th Ave LLC	83-2437317
Knotel 580 5th Ave NYC LLC	83-3373638
Knotel 580 Market LLC	83-2255639
Knotel 584 Broadway LLC	37-1874518
Knotel 598 Broadway LLC	61-1855099
Knotel 6 W 48th St LLC	82-4998601
Knotel 600 Townsend LLC	83-1108449
Knotel 61 Broadway LLC	83-1231135
Knotel 611 Mission LLC	83-2246833
Knotel 615 Sacramento LLC	83-2173880
Knotel 625 2nd LLC	83-2646631
Knotel 655 Madison LLC	36-4876782
Knotel 695 AOA LLC	83-0991566
Knotel 701 Sutter LLC	83-2136460
Knotel 72 Madison LLC	35-2607138
Knotel 785 Market LLC	82-2186419
Knotel 80 Eighth Ave LLC	83-0793223
Knotel 814 Mission LLC	83-1118910
Knotel 88 Stevenson LLC	83-2079635
Knotel 90 John LLC	83-0907200
Knotel 900 Broadway LLC	83-1920444
Knotel 972 Mission LLC	36-4880419
Knotel Battery LLC	35-2611884
Knotel Blockchain Services LLC	83-2942568
Knotel Flowerpot LLC	83-2829868
Knotel Geometry LLC	84-2518599
Knotel Platform 2017 LLC	32-0540957
Knotel President LLC	35-2608350
Knotel Properties LLC	83-4699432
Knotel Varick LLC	82-1483113
Knotel William LLC	37-1869449
Paces Ferry Road ATL LLC	84-3842036

Pine Street Tenant NY LLC	83-3317479
Tenant 660 Mkt St SF LLC	84-2026785

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re

Knotel, Inc., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 21-\_\_\_\_ (\_\_\_\_)

(Joint Administration Requested)

**CONSOLIDATED CORPORATE OWNERSHIP STATEMENT**

The above-captioned debtors and debtors in possession (the “Debtors”) make this statement under rules 1007(a) and 7007.1 of the Federal Rules of Bankruptcy Procedures. The Debtors are each directly or indirectly wholly owned by debtor Knotel, Inc. The Debtors respectfully represent as follows:

1. The following corporations own, either directly or indirectly, 10% or more of the equity interests in Knotel, Inc.: Essential Media Group, LLC, Peak State Limited (f/k/a Arvensis Ventures Ltd), and Sarva TXT, LLC; and
2. Each other Debtor is wholly owned, directly or indirectly, by its parent, Knotel, Inc.

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<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.omniagentsolutions.com/knotel> or, alternatively, via the Bankruptcy Court at <https://ecf.deb.uscourts.gov/cgi-bin/login.pl> with a Public Access to Court Electronic Records (“PACER”) account, which may be obtained at <https://pacer.uscourts.gov>. The location of Debtor Knotel, Inc.’s principal place of business and the Debtors’ service address in these chapter 11 cases is 5-9 Union Square West, New York, NY 10003.

Debtor name Knotel, Inc., et al.**UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE**

Case No. (If known) \_\_\_\_\_

**Official Form 204****Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

Name of creditor and complete mailing address, including zip code.	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total Claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1 One Workpl L Ferrari LLC dba Two 2500 De La Cruz Blvd Santa Clara, CA 95050	One Workpl L Ferrari LLC Email: payments@oneworkplace.com	Supply Chain - Furniture				\$4,985,299.47
2 Hudson 901 Market LLC 303 2nd St San Francisco, CA 94107	Hudson 901 Market LLC Attn: Jason Storm Email: jstorm@hudsonppi.com Phone: (310) 445-5700	Rent				\$4,042,220.05
3 Eden Technologies Inc 54 Gilbert St San Francisco, CA 94103	Eden Technologies Inc Email: billing@eden.io Phone: 1-800-754-3166	Facilities				\$3,108,234.37
4 260-261 Madison Ave LLC 261 Madison Ave, Fl 27 New York, NY 10016	260-261 Madison Ave LLC	Rent				\$2,692,399.58
5 505 Howard SF LLC 21575 Ridgetop Cir Sterling, VA 20166	505 Howard SF LLC	Rent				\$2,309,973.88
6 SourceMedia 1 State St New York, NY 10004	SourceMedia Attn: Anthony DeNoris Email: Anthony.DeNoris@sourcemedia.com	Rent				\$2,119,571.35

Debtor name **Knotel, Inc., et al.**

Case No. (If known)

## (Continuation Sheet)

Name of creditor and complete mailing address, including zip code.	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total Claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
7 HRC Corp 156 5th Ave, Ste 300 New York, NY 10010	HRC Corp Email: ehaddad@hrccorp.com Attn: Robert E. Haddad Email: ehaddad@hrccorp.com Phone: (212) 807-7664 ext. 2	Rent		\$2,342,099.70	\$225,000.00	\$2,117,099.70
8 530 Broadway Owner LLC 1040 Ave of Americas, 3rd Fl New York, NY 10018	530 Broadway Owner LLC Attn: Joanne Agoglia Email: jagoglia@hspny.com Phone: (212) 519-2036	Rent				\$1,560,785.50
9 RXR 61 Broadway Owner LLC 61 Broadway New York, NY 10006	RXR 61 Broadway Owner LLC Attn: Jason Barnett, General Counsel Email: leasing@rxrrealty.com Phone: (212) 797-1330	Rent				\$1,487,384.21
10 Hudson 625 Second LLC 625 2nd Rincon Ctr, Ste 220 San Francisco, CA 94105	Hudson 625 Second LLC Attn: Sarah Epstein Email: sepstein@hudsonppi.com Phone: (310) 445-5700	Rent				\$1,333,644.18
11 30 Broad Street Venture, LLC 30 Broad St New York, NY 10004	30 Broad Street Venture, LLC	Rent		\$1,346,943.29	\$18,096.69	\$1,328,846.60
12 Office Resources, Inc 263 Summer St Boston, MA 02210	Office Resources, Inc Attn: Leanne Niland Email: accountsreceivablegroup@ori.com Phone: (617) 896-3263	Supply Chain - Furniture				\$1,245,306.91
13 RELX, Inc 9443 Springboro Pike Miamisburg, OH 45342	RELX, Inc Attn: Daniel J. Weissman Email: dan.weissman@lexisnexis.com Phone: (202) 857-8202	Rent		\$1,312,770.36	\$197,000.00	\$1,115,770.36
14 DP 1550 Bryant LLC 1550 Bryant St, 4th Fl San Francisco, CA 94103	DP 1550 Bryant LLC Attn: Kimberly Tran Email: bli@downtown-properties.com	Rent		\$1,651,155.89	\$566,760.97	\$1,084,394.92

Debtor name **Knotel, Inc., et al.**

Case No. (If known)

## (Continuation Sheet)

Name of creditor and complete mailing address, including zip code.	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total Claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
15 JLJ LLC c/o Olmstead Properties Inc 27 W 23rd St New York, NY 10010	JLJ LLC Email: mcarter@olmsteadinc.com Phone: (212) 564-2240 or (212) 564-6662	Rent				\$1,057,433.61
16 29 W 35th Street LLC 29 W 35th St, Ste 900 New York, NY 10001	29 W 35th Street LLC	Rent		\$1,821,516.42	\$779,675.00	\$1,041,841.42
17 Alliance Brokerage Corp 990 Westbury Rd Westbury, NY 11590	Alliance Brokerage Corp Email: mvescovo@abc990.com Attn: Michael Vescovo Phone: (516) 465-1100	Legal				\$991,338.37
18 ASB Allegiance Real Estate Fund dba 400 Madison Holdings LLC c/o Ds400Owner LLC 400 Madison Ave, Ste 14B New York, NY 10017	ASB Allegiance Real Estate Fund Attn: Adeline Juliet Martin, MYoungkuk Kim Email: Julietmartin111@gmail.com Phone: (301) 523-5721 OR	Rent		\$1,498,483.33	\$527,041.00	\$971,442.33
19 Kidder Matthews of California, Inc. 101 Mission Street, Suite 2100 San Francisco CA 94105	Kidder Matthews of California, Inc. Email: bradv@kiddermathews.com	Rent				\$927,672.00
20 31 West 27th Street Property Investors IV, LLC 31 West 27th Street New York NY 10001	31 West 27th Street Property Investors IV, LLC					\$ 901,476.31

Debtor name Knotel, Inc., et al.

Case No. (If known) \_\_\_\_\_

## (Continuation Sheet)

Name of creditor and complete mailing address, including zip code.	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total Claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
21 5 Hanover Square (NY) Owner, LLC 5 Hanover Square New York NY 10004	5 Hanover Square (NY) Owner, LLC	Rent				\$896,606.96
22 475 Building Company LLC 750 Lexington Avenue New York NY 10022	475 Building Company LLC	Rent				\$849,723.12
23 303 2nd Street Sf LLC / Syapse Inc 303 Second Street, Suite 500 North San Francisco CA 94107	303 2nd Street Sf LLC / Syapse Inc Attn: Todd Mayover	Rent		\$1,052,896.83	\$208,777.24	\$844,119.59
24 11 E 44th Street LLC 346 Madison Ave New York NY 10017	11 E 44th Street LLC	Legal		\$1,290,813.02	\$474,739.67	\$816,073.35
25 598 Broadway Realty Assoc, Inc P.O. Box 514 Prince St Station New York, NY 10012	598 Broadway Realty Assoc, Inc Attn: Zvi Mosery	Rent		\$960,735.85	\$144,986.00	\$815,749.85
26 GODADDY MSH INC. 14455 N. Hayden Rd., Suite 219 Scottsdale, AZ 85260	GODADDY MSH INC.	Rent		\$788,915.12	19,030.57	\$769,884.55
27 250 HUDSON STREET LLC	250 HUDSON STREET LLC	Rent				\$755,139.37

Debtor name Knotel, Inc., et al.

Case No. (If known) \_\_\_\_\_

## (Continuation Sheet)

Name of creditor and complete mailing address, including zip code.	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total Claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
28 Legacy 455 Market Street L.P.. 1865 Harman Street, 1R Ridgewood NY 11385	Legacy 455 Market Street L.P. Attn: Tania A Monar					\$747,678.13
29 Essence Global LLC 54 West 21st Street New York NY 10010	Essence Global LLC Email: eyleen.donneys@essenceglobal.com					\$746,983.31
30 6 West 48 <sup>th</sup> LLC 242 West 38th Street 12th Floor New York NY 10018	6 West 48 <sup>th</sup> LLC Email: ecerritos@hspny.com					\$730,712.50



**AUTHORIZED OFFICER'S CERTIFICATE**

**January 31, 2021**

This Authorized Officer's Certificate (this "**Certificate**") is furnished in connection with those certain chapter 11 petitions filed on January 31, 2021 (as amended, modified or supplemented from time to time, the "**Petitions**"), by Knotel, Inc., a Delaware corporation, and certain of its subsidiaries (each and collectively, the "**Company**").

The undersigned, being an Authorized Officer (as such term is defined in the attached resolutions) of each Company listed on Schedule 1 attached hereto, hereby certifies, solely in his/her capacity as such and not in his/her individual capacity and without personal liability, that attached hereto as **Exhibit A** is a true, correct and complete copy of the resolutions duly adopted by the Governing Body (as such term is defined therein) of each Company on the date hereof, in accordance with the bylaws or limited liability company agreements, as applicable, of such Company and the requirements of applicable law, and such resolutions have not been modified, rescinded or amended and are in full force and effect as of the date of this Certificate.

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Certificate as of the date first set forth above.

By: /s/ Amit Khanna

Name: Amit Khanna

Title: SVP, General Counsel

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**Schedule 1**

1. Knotel, Inc., a Delaware corporation
  2. 100 Bush St SF LLC, a Delaware limited liability company
  3. 101 Fifth Ave NYC LLC, a New York limited liability company
  4. 101 Montgomery St SF LLC, a Delaware limited liability company
  5. 10301 Jefferson Blvd LA LLC, a Delaware limited liability company
  6. 110 W 32nd NYC LLC, a New York limited liability company
  7. 1100 Glendon LA LLC, a Delaware limited liability company
  8. 1120 20th St DC LLC, a Delaware limited liability company
  9. 116 W 32nd NYC LLC, a New York limited liability company
  10. 12 E 33 St NYC LLC, a New York limited liability company
  11. 12121 Bluff Creek LA LLC, a Delaware limited liability company
  12. 12211 Washington LA LLC, a Delaware limited liability company
  13. 125 Fifth Ave NYC LLC, a New York limited liability company
  14. 1250 Eye St DC LLC, a Delaware limited liability company
  15. 12555 West Jefferson Way LA LLC, a Delaware limited liability company
  16. 126 Post St SF LLC, a Delaware limited liability company
  17. 129 W 29th NYC LLC, a New York limited liability company
  18. 131 Rodeo 102 LA LLC, a Delaware limited liability company
  19. 131 Rodeo 250 LA LLC, a Delaware limited liability company
  20. 13160 Mindanao Way LA LLC, a Delaware limited liability company
  21. 1317 5th St LA LLC, a Delaware limited liability company
  22. 1330 Conn Ave DC LLC, a Delaware limited liability company
  23. 1407 Broadway NYC LLC, a New York limited liability company
  24. 142 Berkeley St BOS LLC, a Delaware limited liability company
  25. 1444 Market St SF LLC, a Delaware limited liability company
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26. 146 Geary St SF LLC, a Delaware limited liability company
  27. 152 W 25 NYC LLC, a New York limited liability company
  28. 1550 Bryant St SF LLC, a Delaware limited liability company
  29. 1556 20th LA LLC, a Delaware limited liability company
  30. 16 W 36 St NYC LLC, a New York limited liability company
  31. 1625 Oly Blvd LA LLC, a Delaware limited liability company
  32. 1640 Sepulveda LA LLC, a Delaware limited liability company
  33. 166 Geary St SF LLC, a Delaware limited liability company
  34. 1720 Eye St DC LLC, a Delaware limited liability company
  35. 1725 Montgomery St SF LLC, a Delaware limited liability company
  36. 19 W 44th NYC LLC, a New York limited liability company
  37. 195 Broadway NYC LLC, a New York limited liability company
  38. 2 Liberty Sq BOS LLC, a Delaware limited liability company
  39. 22 W 21 ST NYC LLC, a New York limited liability company
  40. 2228 Cottner LA LLC, a Delaware limited liability company
  41. 23 W 20th NYC LLC, a New York limited liability company
  42. 239 Causeway St Boston LLC, a Delaware limited liability company
  43. 240 W 35th NYC LLC, a New York limited liability company
  44. 240 W 40 St NYC LLC, a New York limited liability company
  45. 250 Montgomery St LLC, a Delaware limited liability company
  46. 259 W 30TH NYC LLC, a New York limited liability company
  47. 26 W 17th St NYC LLC, a New York limited liability company
  48. 260 W 39th NYC LLC, a New York limited liability company
  49. 275 Battery St SF LLC, a Delaware limited liability company
  50. 28 W 25 NYC LLC, a New York limited liability company
  51. 29 W 35th St NYC LLC, a New York limited liability company
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52. 295 Madison NYC LLC, a New York limited liability company
  53. 30 W 21 St NYC LLC, a New York limited liability company
  54. 300 Broadway St SF LLC, a Delaware limited liability company
  55. 300 Montgomery St SF LLC, a Delaware limited liability company
  56. 301 Brannan St SF LLC, a Delaware limited liability company
  57. 303 Second St SF LLC, a Delaware limited liability company
  58. 3137 S La Cienega Blvd LA LLC, a Delaware limited liability company
  59. 320 Lincoln LA LLC, a Delaware limited liability company
  60. 3309 La Cienega Place LA LLC, a Delaware limited liability company
  61. 333 Broadway SF Tenant LLC, a Delaware limited liability company
  62. 350 Sansome St SF LLC, a Delaware limited liability company
  63. 3535 Hayden Ave LA LLC, a Delaware limited liability company
  64. 360 Madison NYC LLC, a New York limited liability company
  65. 369 Lexington Ave NYC LLC, a New York limited liability company
  66. 390 Broadway NYC LLC, a New York limited liability company
  67. 40 Broad St BOS LLC, a Delaware limited liability company
  68. 400 Sutter St SF LLC, a Delaware limited liability company
  69. 405 E 4th Avenue SM LLC, a Delaware limited liability company
  70. 405 Howard Street SF LLC, a Delaware limited liability company
  71. 429 Santa Monica Blvd LA LLC, a Delaware limited liability company
  72. 42Floors, LLC, a Delaware limited liability company
  73. 44 E 32nd Street NYC LLC, a New York limited liability company
  74. 44 Thomson Pl BOS LLC, a Delaware limited liability company
  75. 447 Broadway NYC LLC, a New York limited liability company
  76. 45 W 45 ST NYC LLC, a New York limited liability company
  77. 4501 Glencoe Blvd LA LLC, a Delaware limited liability company
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78. 455 Market St SF LLC, a Delaware limited liability company
  79. 456 Montgomery St SF LLC, a Delaware limited liability company
  80. 465 California St SF LLC, a Delaware limited liability company
  81. 5 Bryant Park NYC LLC, a New York limited liability company
  82. 50 Osgood Pl SF LLC, a Delaware limited liability company
  83. 505 Howard St SF LLC, a Delaware limited liability company
  84. 545 5th Ave NYC LLC, a New York limited liability company
  85. 555 Montgomery St SF LLC, a Delaware limited liability company
  86. 565 Commercial St SF LLC, a Delaware limited liability company
  87. 580 8th Ave NYC LLC, a New York limited liability company
  88. 590 Fifth Ave NYC LLC, a New York limited liability company
  89. 597 Fifth Ave NYC LLC, a New York limited liability company
  90. 6 W 28th NYC LLC, a New York limited liability company
  91. 60 Madison NYC LLC, a New York limited liability company
  92. 600 Corporate Pointe LA LLC, a Delaware limited liability company
  93. 649 Mission St SF LLC, a Delaware limited liability company
  94. 650 Fifth Ave NYC LLC, a New York limited liability company
  95. 71 Stevenson St SF LLC, a Delaware limited liability company
  96. 750 HARRISON ST SF LLC, a Delaware limited liability company
  97. 818 Mission St SF LLC, a Delaware limited liability company
  98. 8590 National Blvd LA LLC, a Delaware limited liability company
  99. 8690 National Blvd LA LLC, a Delaware limited liability company
  100. 875 6th Ave NYC LLC, a New York limited liability company
  101. 88 Kearny St SF LLC, a Delaware limited liability company
  102. 901 Market St SF LLC, a Delaware limited liability company
  103. 909 E Street DC LLC, a Delaware limited liability company
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- 104.909 Ocean Front Walk LA LLC, a Delaware limited liability company
  - 105.91 Fifth Ave NYC LLC, a New York limited liability company
  - 106.Bush 225 SF LLC, a Delaware limited liability company
  - 107.Cortlandt White NYC LLC, a New York limited liability company
  - 108.Kkoin, LLC, a Delaware limited liability company
  - 109.Knotel 1 Whitehall LLC, a New York limited liability company
  - 110.Knotel 102 Madison LLC, a New York limited liability company
  - 111.Knotel 105 Madison LLC, a New York limited liability company
  - 112.Knotel 109 Stevenson LLC, a Delaware limited liability company
  - 113.Knotel 11 E 44th LLC, a New York limited liability company
  - 114.Knotel 110 Greene LLC, a New York limited liability company
  - 115.Knotel 110 William LLC, a New York limited liability company
  - 116.Knotel 114 W 26th LLC, a New York limited liability company
  - 117.Knotel 12 W 21st St LLC, a New York limited liability company
  - 118.Knotel 12 W 27th St LLC, a New York limited liability company
  - 119.Knotel 121 2nd Street LLC, a Delaware limited liability company
  - 120.Knotel 147 W 24th LLC, a New York limited liability company
  - 121.Knotel 148 Lafayette LLC, a New York limited liability company
  - 122.Knotel 150 Post LLC, a Delaware limited liability company
  - 123.Knotel 1500 Broadway LLC, a New York limited liability company
  - 124.Knotel 155 Fifth Ave LLC, a New York limited liability company
  - 125.Knotel 156 Fifth, LLC, a New York limited liability company
  - 126.Knotel 16 W 22nd LLC, a New York limited liability company
  - 127.Knotel 160 Pine LLC, a Delaware limited liability company
  - 128.Knotel 17 W 20th LLC, a New York limited liability company
  - 129.Knotel 180 Howard LLC, a Delaware limited liability company
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- 130.Knotel 200 W 41st LLC, a New York limited liability company
  - 131.Knotel 2080 Addison LLC, a Delaware limited liability company
  - 132.Knotel 211 East 43 LLC, a New York limited liability company
  - 133.Knotel 213 W 35th St LLC, a New York limited liability company
  - 134.Knotel 220 W 19th St LLC, a New York limited liability company
  - 135.Knotel 221 Pine LLC, a Delaware limited liability company
  - 136.Knotel 224 W 30th LLC, a New York limited liability company
  - 137.Knotel 229 W 43 LLC, a New York limited liability company
  - 138.Knotel 25 W 45th LLC, a New York limited liability company
  - 139.Knotel 250 Hudson LLC, a New York limited liability company
  - 140.Knotel 250 Hudson ST LLC, a New York limited liability company
  - 141.Knotel 26 OFarrell LLC, a Delaware limited liability company
  - 142.Knotel 26 W 17 LLC, a New York limited liability company
  - 143.Knotel 261 Madison LLC, a New York limited liability company
  - 144.Knotel 27 W 23rd ST LLC, a New York limited liability company
  - 145.Knotel 29 W 17th LLC, a New York limited liability company
  - 146.Knotel 3 E 28th LLC, a New York limited liability company
  - 147.Knotel 30 Broad LLC, a New York limited liability company
  - 148.Knotel 30 West 26th LLC, a New York limited liability company
  - 149.Knotel 307 Fifth LLC, a New York limited liability company
  - 150.Knotel 31 W 27th LLC, a New York limited liability company
  - 151.Knotel 321 11th LLC, a Delaware limited liability company
  - 152.Knotel 340 Brannan LLC, a Delaware limited liability company
  - 153.Knotel 36 W 14th LLC, a New York limited liability company
  - 154.Knotel 360 Pas LLC, a New York limited liability company
  - 155.Knotel 37 W 17th LLC, a New York limited liability company
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- 156.Knotel 373 Pas LLC, a New York limited liability company
  - 157.Knotel 38 E 29th LLC, a New York limited liability company
  - 158.Knotel 399 Lafayette LLC, a New York limited liability company
  - 159.Knotel 40 EX LLC, a New York limited liability company
  - 160.Knotel 40 Wooster LLC, a New York limited liability company
  - 161.Knotel 400 Madison LLC, a New York limited liability company
  - 162.Knotel 41 USW LLC, a New York limited liability company
  - 163.Knotel 41 W 25 LLC, a New York limited liability company
  - 164.Knotel 417 Montgomery LLC, a Delaware limited liability company
  - 165.Knotel 419 PAS LLC, a New York limited liability company
  - 166.Knotel 43 W 24th LLC, a New York limited liability company
  - 167.Knotel 443 PAS LLC, a New York limited liability company
  - 168.Knotel 475 Park LLC, a New York limited liability company
  - 169.Knotel 49 Drumm LLC, a Delaware limited liability company
  - 170.Knotel 5 Hanover LLC, a New York limited liability company
  - 171.Knotel 5-9 USW LLC, a New York limited liability company
  - 172.Knotel 521 Broadway LLC, a New York limited liability company
  - 173.Knotel 530 Broadway LLC, a New York limited liability company
  - 174.Knotel 530 Seventh Avenue LLC, a New York limited liability company
  - 175.Knotel 54 W 21st LLC, a New York limited liability company
  - 176.Knotel 54 W 22nd LLC, a New York limited liability company
  - 177.Knotel 55 W 21St LLC, a New York limited liability company
  - 178.Knotel 550 Montgomery LLC, a Delaware limited liability company
  - 179.Knotel 551 Fifth Ave LLC, a New York limited liability company
  - 180.Knotel 560 LEXINGTON LLC, a New York limited liability company
  - 181.Knotel 575 8th Ave LLC, a New York limited liability company
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- 182.Knotel 580 5th Ave LLC, a New York limited liability company
  - 183.Knotel 580 Market LLC, a Delaware limited liability company
  - 184.Knotel 584 Broadway LLC, a New York limited liability company
  - 185.Knotel 598 Broadway LLC, a New York limited liability company
  - 186.Knotel 6 W 48th St LLC, a New York limited liability company
  - 187.Knotel 600 Townsend LLC, a Delaware limited liability company
  - 188.Knotel 61 Broadway LLC, a New York limited liability company
  - 189.Knotel 611 Mission LLC, a Delaware limited liability company
  - 190.Knotel 615 Sacramento LLC, a Delaware limited liability company
  - 191.Knotel 625 2nd LLC, a Delaware limited liability company
  - 192.Knotel 655 Madison LLC, a New York limited liability company
  - 193.Knotel 695 AOA LLC, a New York limited liability company
  - 194.Knotel 701 Sutter LLC, a Delaware limited liability company
  - 195.Knotel 72 Madison LLC, a New York limited liability company
  - 196.Knotel 785 Market LLC, a Delaware limited liability company
  - 197.Knotel 80 Eighth Ave LLC, a New York limited liability company
  - 198.Knotel 814 Mission LLC, a Delaware limited liability company
  - 199.Knotel 88 Stevenson LLC, a Delaware limited liability company
  - 200.Knotel 90 John LLC, a New York limited liability company
  - 201.Knotel 900 Broadway LLC, a New York limited liability company
  - 202.Knotel 972 Mission LLC, a Delaware limited liability company
  - 203.Knotel Battery LLC, a New York limited liability company
  - 204.Knotel Blockchain Services LLC, a Delaware limited liability company
  - 205.Knotel Flowerpot LLC, a New York limited liability company
  - 206.Knotel Geometry LLC, a Delaware limited liability company
  - 207.Knotel Platform 2017 LLC, a New York limited liability company
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208.Knotel President LLC, a New York limited liability company

209.Knotel Properties LLC, a Delaware limited liability company

210.Knotel Varick LLC, a New York limited liability company

211.Knotel William LLC, a New York limited liability company

212.Paces Ferry Road ATL LLC, a Delaware limited liability company

213.Pine Street Tenant NY LLC, a New York limited liability company

214.Tenant 660 Mkt St SF LLC, a Delaware limited liability company

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**Exhibit A**

**Resolutions**

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**OMNIBUS RESOLUTIONS BY  
THE MEMBERS OF THE BOARD OF DIRECTORS AND THE SOLE MEMBERS (AS  
APPLICABLE) OF THE ENTITIES LISTED ON SCHEDULE 1 (EACH AND  
COLLECTIVELY, THE “COMPANY”)**

**January 28, 2021**

Effective as of the date written above, each of the following governing bodies (each and collectively, the “**Governing Body**”):

- (i) all of the members of the board of directors of Knotel, Inc. (“**Knotel**”), a Delaware corporation;
- (ii) Knotel as the sole member of each of the other entities listed on Schedule 1, each a Delaware limited liability company or a New York limited liability company, as designated on Schedule 1;

hereby consents to and approves the following actions and adopts the following resolutions pursuant to the bylaws or limited liability company agreements, as applicable, and the laws of the state of formation or organization of each Company:

**RECITALS**

**WHEREAS**, the Governing Body of each Company has reviewed and considered the financial and operational condition of each Company and each Company’s business on the date hereof, including the historical and current performance of the Company, the assets and prospects of the Company, the current and long-term liabilities of the Company, the market for the Company’s assets, and credit market conditions, and fully considered the strategic alternatives available to each Company; and

**WHEREAS**, the Governing Body of each Company has received, reviewed, and considered the recommendations of the senior management of each Company and each Company’s legal, financial, and other advisors as to the relative risks and benefits of pursuing a reorganization case under the provisions of chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”); and

**WHEREAS**, the Governing Body of each Company, in consultation with the senior management of each Company and each Company’s legal, financial, and other advisors, has determined that it is in the best interests of the Company to explore a potential sale of its assets to one or more potential bidders (the “**Sale**”); and

**WHEREAS**, after reviewing indications of interest submitted by interested bidders, the Governing Body of each Company, with the assistance of the senior management of each Company and each Company’s legal, financial, and other advisors, reviewed and negotiated an asset purchase agreement (the “**Stalking Horse Agreement**”) with Digiotech, LLC (or its

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designee) (the “**Stalking Horse Bidder**”) to purchase substantially all of each Company’s assets; and

**WHEREAS**, the Governing Body of each Company determined that the Stalking Horse Agreement is fair and reasonable, will not discourage competitive bidding in connection with the Sale, and that it is in the best interests of each Company that the Company enter into the Stalking Horse Agreement; and

**WHEREAS**, the Governing Body of each Company has determined that taking the actions set forth below are advisable and in the best interests of the Company and, therefore desires to approve the following resolutions:

**NOW, THEREFORE, BE IT**

**I. Commencement of Chapter 11 Cases**

**RESOLVED**, that, in the judgment of the Governing Body of each Company, it is in the best interests of the Company, and would promote the maximization of the value of the Company for the benefit of its shareholders, that a voluntary petition (the “**Petition**” and, collectively, the “**Petitions**”) be filed with the bankruptcy court by the Company commencing a case (the “**Chapter 11 Case**” and, collectively, the “**Chapter 11 Cases**”) under the provisions of the Bankruptcy Code; and it is further

**RESOLVED**, that any one of John M. Jureller and Amit Khanna and any other officer of the Company specifically designated by the foregoing officers (each, an “**Authorized Person**”), in each case, acting singly or jointly, be, and each hereby is, authorized and empowered to execute and file in the name and on behalf of the Company, to execute, acknowledge, deliver, and verify the Petition and to cause the same to be filed with the bankruptcy court at such time as such Authorized Person may determine; and it is further

**RESOLVED**, that the Authorized Persons be, and each of them, acting alone or in any combination, hereby is, authorized and empowered on behalf of the Company, to execute, acknowledge, deliver, and verify and file any and all petitions, schedules, statements of affairs, lists, motions, applications, and other papers and to take any and all related actions that such Authorized Persons may deem necessary or proper in connection with the filing of the Petition and commencement of the Chapter 11 Case; and it is further

**RESOLVED**, that the Authorized Persons be, and each of them, acting alone or in any combination, hereby is, authorized and empowered from time to time in the name and on behalf of the Company, to perform the obligations of the Company under the Bankruptcy Code, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by the Company; and it is further

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**RESOLVED**, that the Authorized Persons be, and each of them, acting alone or in any combination, hereby is, authorized and empowered from time to time in the name and on behalf of the Company, to cause the Company to enter into, execute, deliver, certify, file, record, and perform such agreements, instruments, motions, affidavits, applications for approvals or rulings of governmental or regulatory authorities, certificates or other documents, to pay all expenses, including filing fees, and to take such other actions, as in the judgment of such Authorized Persons, shall be necessary, proper and desirable to prosecute to a successful completion the Chapter 11 Case and to effectuate the restructuring, reorganization, sale or liquidation of the Company's assets, refinancing, restructuring or other transaction with respect to, its debt, other obligations, organizational form and structure or ownership of the Company, and to carry out and put into effect the purposes of these resolutions, and the transactions contemplated by these resolutions, their authority thereunto to be evidenced by the taking of such actions; and it is further

## **II. Retention of Advisors**

**RESOLVED**, that the Authorized Persons be, and each of them, acting alone or in any combination, hereby is, authorized, empowered, and directed to employ the law firm of Milbank LLP, located at 2029 Century Park East, 33rd Floor, Los Angeles, CA 90067, as general bankruptcy counsel to represent and advise the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance its rights and obligations, including filing any pleadings in connection with the Chapter 11 Case and with any post-petition financing; and in connection therewith, the Authorized Persons are hereby authorized, empowered, and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon filing of the Chapter 11 Case, and cause to be executed and filed an appropriate application with the bankruptcy court for authority to retain the services of Milbank LLP; and it is further

**RESOLVED**, that the Authorized Persons be, and each of them, acting alone or in any combination, hereby is, authorized, empowered, and directed to employ the law firm of Morris, Nichols, Arsht & Tunnell LLP, located at 1201 North Market Street, 16th Floor, Wilmington, DE 19899, as general bankruptcy counsel to represent and advise the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance its rights and obligations, including filing any pleadings in connection with the Chapter 11 Case and with any post-petition financing; and in connection therewith, the Authorized Persons are hereby authorized, empowered, and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon filing of the Chapter 11 Case, and cause to be executed and filed an appropriate application with the bankruptcy court for authority to retain the services of Morris, Nichols, Arsht & Tunnell LLP; and it is further

**RESOLVED**, that the Authorized Persons be, and each of them, acting alone or in any combination, hereby is, authorized, empowered, and directed to employ Moelis & Company, located at 399 Park Avenue, 5th Floor, New York, NY 10022, as investment banker to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance its rights and obligations in connection with the Chapter 11 Case and with any post-petition financing; and in connection therewith, the Authorized Persons are hereby authorized, empowered, and directed to execute appropriate retention agreements, pay appropriate

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retainers prior to and immediately upon the filing of the Chapter 11 Case, and cause to be executed and filed an appropriate application with the bankruptcy court for authority to retain the services of Moelis & Company; and it is further

**RESOLVED**, that the Authorized Persons be, and each of them, acting alone or in any combination, hereby is, authorized, empowered, and directed to employ Omni Agent Solutions, located at 5955 De Soto Avenue, Suite 100, Woodland Hills, CA 91367, as claims, noticing and administrative agent to assist the Company in carrying out its duties under the Bankruptcy Code; and in connection therewith, the Authorized Persons are hereby authorized, empowered, and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Chapter 11 Case, and cause to be executed and filed an appropriate application with the bankruptcy court for authority to retain the services of Omni Agent Solutions; and it is further

**RESOLVED**, that the Authorized Persons be, and each of them, acting alone or in any combination, hereby is, authorized, empowered, and directed to employ Fenwick & West LLP, located at 801 California Street, Mountain View, CA 94041, as special corporate counsel; and in connection therewith, the Authorized Persons are hereby authorized, empowered, and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon filing of the Chapter 11 Case, and cause to be executed and filed an appropriate application with the bankruptcy court for authority to retain the services of Fenwick & West LLP; and it is further

**RESOLVED**, that the Authorized Persons be, and each of them, acting alone or in any combination, hereby is, authorized, empowered, and directed to employ Ernst & Young LLP, located at 5 Times Square, New York, New York 10036, as tax consultant; and in connection therewith, the Authorized Persons are hereby authorized, empowered, and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon filing of the Chapter 11 Case, and cause to be executed and filed an appropriate application with the bankruptcy court for authority to retain the services of Ernst & Young LLP; and it is further

**RESOLVED**, that the Authorized Persons be, and each of them, acting alone or in any combination, hereby is, authorized, empowered, and directed to employ any other professionals, including attorneys, accountants, and tax advisors, necessary to assist the Company in carrying out its duties under the Bankruptcy Code; and in connection therewith, the Authorized Persons are hereby authorized, empowered, and directed to execute appropriate retention agreements, pay appropriate retainers prior to or immediately upon the filing of the Chapter 11 Case, and cause to be executed and filed appropriate applications with the bankruptcy court for authority to retain the services of any other professionals, as necessary; and it is further

### **III. Debtor-In-Possession Financing and Use of Cash Collateral**

**RESOLVED** that, the Authorized Persons, and any employees or agents (including counsel) designated by or directed by any such persons, be, and each of them, acting alone or in any combination, hereby is, authorized, empowered, and directed, in the name and on behalf of the Company, to, if the Authorized Persons determine it to be necessary or appropriate, enter into senior, secured, super-priority debtor in possession credit facilities, including the credit facilities

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contemplated by that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement, dated on or about the date hereof, by and among the Company, as borrower, the guarantors party thereto, and Digiatech, LLC, as lender (the “**Lender**”), in each case, in substantially the form as presented to the Governing Body (the “**DIP Credit Facilities**”), and any related documents or instruments, each on terms and conditions agreed to by the Company, and the Lender and such other terms as are customary for similar debtor-in-possession facilities and to cause the Company to grant a senior security interest in substantially all of its assets in connection therewith, and to undertake any and all related transactions contemplated thereby; and it is further

**RESOLVED** that the Authorized Persons be, and each of them hereby is, acting alone or in any combination, authorized, empowered, and directed, in the name and on behalf of the Company, to, if the Authorized Persons determine it to be necessary or appropriate, cause to be prepared, to negotiate, execute, and deliver, and the Company is hereby authorized to perform its obligations and take the actions contemplated under, the DIP Credit Facilities and such other documents, agreements, guaranties, instruments, financing statements, notices, undertakings, other loan documents promissory notes, term sheets, fee letters, control agreements, landlord agreements, pledge agreements, assignments, stock powers, intellectual property filings and recordations, letters of credit, certificates, powers of attorney, consents, waivers, other security documents and any other necessary or appropriate agreement, instrument, document, or certificates related to the DIP Credit Facilities (the “**DIP Documents**”) each containing such provisions, terms, conditions, covenants, warranties, and representations as may be deemed necessary or appropriate by the Authorized Persons, and any amendments, restatements, amendments and restatements, supplements, or other modifications thereto, in each case with such changes therein and additions thereto as shall be deemed necessary, appropriate, or advisable by any Authorized Person executing the same in the name and on behalf of the Company, such approval to be evidenced conclusively by such execution; and it is further

**RESOLVED** that the Company, as debtor and debtor in possession under the Bankruptcy Code, be authorized, empowered, and directed to (i) negotiate and obtain the use of cash collateral or other similar arrangements, including, without limitation, to enter into any guarantees of, and security interests in, mortgage, pledge, and grant liens on and claims against the Company’s assets as security or otherwise in connection with the DIP Documents as may be contemplated by or required under the terms of cash collateral agreements or other similar arrangements, in such amounts as is reasonably necessary for the continuing conduct of the affairs of the Company in the Chapter 11 Case and any of the Company’s affiliates who may also, concurrently with the Company’s petition, file for relief under the Bankruptcy Code and (ii) in the Company’s capacity, as shareholder, member, manager, or owner of any other borrower or guarantor, execute and deliver such votes, consents, waivers, or other approvals of certifications as are necessary or desirable to cause or permit any such borrower or guarantor to enter into and consummate the foregoing and the other matters contemplated by these resolutions; and that any Authorized Person of the Company be, and each of them hereby is, authorized and empowered in the name and on behalf of the Company to enter into and perform its obligations under and as set forth in the DIP Documents; and that any Authorized Person of the Company be, and each of them hereby is, authorized and empowered in the name and on behalf of the Company, to execute (manually or by electronic signature) and deliver such DIP Documents, with such changes, additions and deletions

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as any Authorized Person may approve and on such terms as any Authorized Person deems necessary or desirable; and it is further

**RESOLVED** that each Authorized Person be, and hereby is, authorized, directed and empowered, either jointly or severally, for and on behalf of and in the name of the Company to cause the Company and its subsidiaries to pledge, mortgage, or otherwise grant security interests in, and liens upon, any or all of the assets and properties, real and personal, now owned or hereafter acquired by the Company and its subsidiaries, including, without limitation, any capital stock, membership interests, or other ownership interests owned by the Company or any subsidiary in any corporations, limited liability companies, or other entities, now existing or hereafter arising or acquired (collectively, the “**Collateral**”), as applicable, and all proceeds of the Collateral as may now or from time to time be required in connection with the DIP Credit Facilities to secure payment and performance by the Company of its obligations under the DIP Documents and such other obligations that are required to be secured under the DIP Documents and take such further action to maintain and perfect such liens and otherwise necessary to effect the purposes of the DIP Documents; and it is further

**RESOLVED**, that each Authorized Person be, and hereby is, authorized, directed, and empowered, either jointly or severally, for and on behalf of and in the name of the Company, to cause the Company’s subsidiaries to enter into subsidiary guarantees of the payment by the Company of all amounts due with respect to the DIP Documents and the performance by the Company of its obligations under the DIP Documents and such other obligations that such subsidiaries are required to guaranty; and it is further

**RESOLVED** that the Company will receive substantial direct and indirect benefits from the loans and other financial accommodations to be made under the DIP Credit Facilities to the Company and its affiliates; and it is further

#### **IV. Stalking Horse Agreement, Sale Process, and Bidding Procedures Motion**

**RESOLVED**, that the execution, delivery and performance of the Stalking Horse Agreement substantially in the form previously provided to the Governing Body of the Company and the transactions contemplated thereby, be, and they hereby are, deemed advisable and in the best interests of the Company and are hereby authorized, approved and adopted for all purposes; and it is further

**RESOLVED**, that each Authorized Person be, and hereby is, authorized, directed, and empowered, either jointly or severally, for and on behalf of and in the name of the Company, to negotiate, execute and deliver on behalf of the Company any agreements, documents and instruments in connection with the Stalking Horse Agreement or as such Authorized Persons may deem necessary, advisable or appropriate, such execution and delivery by any such Authorized Persons to be conclusive evidence of such authorization and approval; and it is further

**RESOLVED**, that each Authorized Person be, and hereby is, authorized, directed, and empowered, either jointly or severally, for and on behalf of and in the name of the Company, to (i) file a motion (the “**Bidding Procedures Motion**”) with the bankruptcy court to request, among

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other things, the bankruptcy court's approval of (a) the Sale, (b) the commencement of a marketing and sale process in the Chapter 11 Cases for the Sale (the "**Sale Process**"), and (c) the bidding procedures associated with the Sale Process, which are attached to the Bidding Procedures Motion (such bidding procedures, in the form approved by the bankruptcy court, the "**Bidding Procedures**"), including a request for approval of a break-up fee payable to the Stalking Horse Bidder on the terms set forth in the Stalking Horse Agreement and (ii) commence and implement the Sale Process; and it is further

**RESOLVED**, that each Authorized Person be, and hereby is, authorized, directed, and empowered, either jointly or severally, for and on behalf of and in the name of the Company, to take any and all other actions as they may deem necessary or advisable to implement the Sale Process as contemplated by the Bidding Procedures; and it is further

**V. General Authorization and Ratification**

**RESOLVED**, that, in addition to the specific authorizations heretofore conferred upon the Authorized Persons, each Authorized Person (and his designees and delegates) be, and hereby is, authorized and empowered, in the name of and on behalf of the Company, to take or cause to be taken any and all such other and further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents and to pay all expenses, including but not limited to filing fees, in each case as in such Authorized Person's (or his designees' or delegates') judgment, shall be necessary, advisable, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein; and it is further

**RESOLVED**, that in addition to the specific authorizations heretofore conferred upon each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of the Company, to execute on behalf of the Company any and all such other agreements, agreements, deeds, consents, notices, applications, certificates, authorities, letters, instruments, undertakings, or other documents, in each case as in the judgment of the person(s) executing the same on behalf of the Company, shall be necessary, advisable, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein; and it is further

**RESOLVED**, that each Governing Body has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the bylaws or limited liability company agreements of the Company, as applicable, or hereby waives any right to have received such notice; and it is further

**RESOLVED**, that all actions and transactions heretofore taken, and all agreements, instruments, reports, and documents executed, delivered, or filed through the date hereof, by any manager or Authorized Person of the Company in, for, and on behalf of the Company, in connection with the matters described in or contemplated by the foregoing resolutions, are hereby in all respects approved, adopted, ratified, and confirmed in all respects as the true acts and deeds of the Company as of the date such action or actions were taken; and it is further

**RESOLVED**, that, to the extent that the Company serves as the sole member, managing member, general partner, partner, or other governing body (the "**Controlling Company**") of any

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other company (a “**Controlled Company**”), each Authorized Person of the Controlling Company, any one of whom may act without the joinder of any other Authorized Person, be, and each of them hereby is, severally authorized and empowered in the name and on behalf of the Controlling Company (acting for such Controlled Company in the capacity set forth above, as applicable), to take all of the actions on behalf of such Controlled Company that an Authorized Person is herein authorized to take on behalf of the Controlling Company; and it is further

**RESOLVED**, that facsimile or photostatic copies of any signature to these resolutions shall be deemed to be originals and may be relied on to the same extent as the originals.

**Fill in this information to identify the case and this filing:**Debtor Name Knotel, Inc., et al.United States Bankruptcy Court for the: \_\_\_\_\_ District of Delaware  
(State)

Case number (if known): \_\_\_\_\_

**Official Form 202****Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

**WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.**

**Declaration and signature**

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets—Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended Schedule
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☒ Other document that requires a declaration Corporate Ownership Statement, Creditor Matrix

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 1/31/2021  
MM / DD / YYYY

**X /s/ John M. Jureller**

Signature of individual signing on behalf of debtor

John M. Jureller

Printed name

Chief Financial Officer

Position or relationship to debtor